

**AGREEMENT TO PROVIDE UNDERCOVER VEHICLE RENTAL SERVICES
ON BEHALF OF THE SE FLORIDA GOVERNMENTAL PURCHASING
COOPERATIVE GROUP**

THIS AGREEMENT made and entered into this ____ day of _____, 2013, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9551 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "Customer or CITY")

and

2ND CHANCE HOLDINGS, INC.
d/b/a BUDGET CAR RENTAL
a Florida corporation
7944 Pines Boulevard
Pembroke Pines, Florida 33024
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on March 19, 2013, the CITY issued a Request for Proposal (RFP 13-C-103) for Undercover Vehicle Rental Services for the SE Florida Governmental Purchasing Cooperative Group; and

WHEREAS, the CITY established a selection committee to review and interview the proposers for the RFP; and

WHEREAS, it is the recommendation of the selection committee that Budget Car Rental be retained for said services; and

WHEREAS, the City Commission concurs with the recommendation of the selection committee; and

WHEREAS, CONTRACTOR wishes to accept appointment by the CITY to provide Undercover Vehicle Rental Services for the City of Coral Springs Police Department and on behalf of the SE Florida Governmental Purchasing Cooperative Group;

NOW THEREFORE, the parties hereto do mutually agree as follows:

Section 1. TERM:

This Agreement shall be effective upon the approval of the City Commission; however, the parties acknowledge that the services to be provided under this Agreement commence at 12:01 am on Sunday, September 1, 2013 and shall

terminate on August 31, 2015. The parties acknowledge that the City has the option to renew this Agreement for two (2) additional two (2) year terms under the same terms and conditions.

Section 2. COMPENSATION AND METHOD OF PAYMENT:

- 2.01 The pricing shall be as indicated in Attachment "A", incorporated herein.
- 2.02 CONTRACTOR shall submit invoices to CITY on a monthly basis, or as may be required by CITY, pursuant to this Agreement. All invoices shall be submitted to the Police Department, Attn: Luanne Smith-Horton, Police Fiscal and Accreditation Administrator, City of Coral Springs, 2801 Coral Springs Drive, Coral Springs, Florida 33065. Payments shall be submitted to CONTRACTOR within thirty (30) calendar days of receipt and approval of the invoice.

Section 3. INSURANCE

CITY agrees to maintain a Risk Management Program of self-insurance in accordance with Florida Statutes 768.28, and agrees to self-insure and cover direct physical damages, unless otherwise stated herein, to all vehicles provided under this Agreement for causes of loss attributable to comprehensive and collision damages caused by a third party tortfeasor, phantom vehicle, or as the result of the negligent acts or omissions of the CITY, its employees, agents or servants. In the event the CITY did not cause nor contribute to the accident, CONTRACTOR agrees to make a diligent effort to subrogate the damages against the at fault third party tortfeasor. CONTRACTOR agrees within forty five (45) calendar days from the date the accident is reported, upon request from CITY, to provide CITY's Risk Management Division with a detailed summary report, including supporting documentation, evidencing CONTRACTOR's due diligence in pursuing the subrogation claim. If after ninety (90) calendar days from the date the accident is reported, CONTRACTOR is unsuccessful in such efforts to subrogate the physical damages, CONTRACTOR may invoice the CITY along with a copy of the proof of loss, which shall include a cover letter on CONTRACTOR's letterhead, an invoice, copy of the rental agreement, photos of vehicle's damage, repair estimate, and police report when available. This information should be submitted to the City of Coral Springs, Risk Management Division, Attn: Risk Manager, 9551 West Sample Road, Coral Springs, Florida 33065 by mail or by email to Carolyn Kossman, Risk Manager, at ckossman@coralsprings.org. The CITY shall only pay CONTRACTOR the direct physical damage, including any applicable towing costs, to the damaged vehicle. CONTRACTOR agrees that CITY shall not be responsible for any loss of use, administrative fees and/or any diminution in value damages as a result of physical damage to the vehicle, regardless who is at fault.

Section 4. PICK UP AND DELIVERY OF VEHICLES

Vehicles shall be exchanged at each branch operator's discretion, at any of the Budget Car Rental offices listed in Attachment "B", CONTRACTOR's Proposal (including Response to Proposed Questions), attached hereto and incorporated herein.

Section 5. VEHICLES TO BE PROVIDED

- 5.01 CONTRACTOR shall provide a wide selection of vehicles from which the CITY may choose, including notifying the CITY when new vehicles are available for rental, or if requested by CITY. This selection shall be classified into groups for pricing. From these groups, the CITY shall be permitted to exchange vehicles at any of the locations listed in Attachment "B". If at any time a vehicle is disabled due to a mechanical problem or accident, a replacement or loaner vehicle shall be issued immediately upon return of said vehicle. No additional charges shall apply for exchange within the same group of vehicles while the damaged vehicle is being repaired.
- 5.02 CITY shall be able to rent vehicles on a short term basis (less than one (1) month) as may be required by special circumstances. Vehicle rates shall be prorated in such instances. In determining the length of rental, a day is deemed to be any twenty four (24) hour period or portion thereof.

Section 6. MAINTENANCE

- 6.01 CONTRACTOR shall provide maintenance for all vehicles provided under this program, both as to mechanical repairs and routine maintenance, including tires, oil and lube, at no additional cost to the CITY. Copies of the maintenance/service records of all vehicles rented under this Agreement will be available to the CITY at any time. CONTRACTOR will provide notification pursuant to vehicle maintenance schedules.
- 6.02 Any vehicle identified by the CITY as requiring beyond industry standard maintenance will be replaced, regardless of mileage limitations.
- 6.03 For any vehicle becoming disabled and requiring towing service, CONTRACTOR will make the arrangements for towing, and all charges for the service will be the responsibility of CONTRACTOR. Towing service charge due to accidents will be the responsibility of the one responsible for said accident.

Section 7. CONFIDENTIALITY

Given the nature of the use of the vehicles, CONTRACTOR will ensure total confidentiality of the vehicles and the users of such vehicles.

Section 8. VEHICLE USAGE

It is understood and agreed that vehicles rented under this Agreement are intended for undercover investigation, surveillance, and other usage as deemed by the CITY. The vehicles rented under this Agreement are not intended for use in traffic control or enforcement, nor are they intended for use in high speed pursuits or transportation of suspects under arrest. It is further understood that a situation may occur outside the control of either the CITY or the CONTRACTOR, which may require emergency use of a vehicle in an unplanned manner.

Section 9. MILEAGE LIMITATION

CONTRACTOR shall provide unlimited mileage for all vehicles driven within the State of Florida per month. No excess mileage charges shall apply for any rental vehicle at any time.

Section 10. TOLLS

CITY shall make every effort to use toll payment devices in rented vehicles. CONTRACTOR shall issue a credit memo to CITY for invoices issued by CONTRACTOR for unsubstantiated tolls (i.e., tolls that were billed to Budget Car Rental which CITY is not responsible for).

Section 11. MODIFICATION OF VEHICLE

CONTRACTOR specifically agrees that the CITY may, at its own expense, apply tinting to the windows of any vehicle. The CITY will maintain the tinting so as to not detract from the value of the vehicle. Said vehicles with tinting may be returned only to the Pembroke Pines office, located at 7944 Pines Boulevard, Pembroke Pines, Florida 33024. If, however, glueless tint is applied to any vehicle, said vehicle may be returned to any Budget Car Rental location listed in Attachment "B".

Section 12. INDEMNIFICATION

12.01 **GENERAL INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, the CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the services furnished by or operations of the CONTRACTOR or his subcontractors, agents, officers, employees or independent contractors pursuant to the Agreement, specifically including but not limited to those caused by or arising out of any act, omission,

23.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this privilege.

Section 24. ASSIGNMENT

CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY'S prior written approval.

Section 25. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Section 26. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 27. CONSTRUCTION OF AGREEMENT

The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

Section 28. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested to the following persons and addresses:

CITY: Angelo Salomone
Purchasing Administrator
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Phone: (954) 344-1100
Fax: (954) 344-1186
E-mail: asalomone@coralsprings.org

COPY TO: Sergeant William Reid
Police Department
City of Coral Springs
2801 Coral Springs Drive
Coral Springs, Florida 33065
Phone: (954) 346-1795
Cell: (954) 914-4353
Fax: (954) 346-1330
E-mail: wreid@coralsprings.org

AND

Sergeant Glen Dorow
Police Department
City of Coral Springs
2801 Coral Springs Drive
Coral Springs, Florida 33065
Phone: (954) 346-1796
Cell: (954) 868-8132
Fax: (954) 346-1330
E-mail: gdorow@coralsprings.org

CONTRACTOR: Scott Kupferman, Agency Operator
2nd Chance Holdings
d/b/a Budget Car Rental
7944 Pines Boulevard
Pembroke Pines, Florida 33024
Phone: (954) 966-5756
Fax: (877) 966-5894
Cell: (754) 244-0742
E-mail: sm.kupferman@gmail.com

Section 29. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority which may be applicable to this Agreement.

Section 30. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to

insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 31. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed,
the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, a municipal
corporation organized and existing under the laws
of the State of Florida

JOSEPHINE CHAVEZ, CRM,
CITY CLERK

VINCENT BOCCARD

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

2ND CHANCE HOLDINGS d/b/a
BUDGET CAR RENTAL

By: [Signature]

Print Name: Scott Kupferman

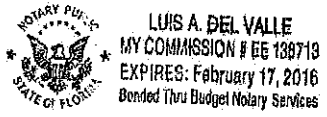
Title: President

State of Florida
County of Broward

On this, the 8 day of July, 2013, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Scott Kupferman (name of corporate officer), President (title), of 2ND CHANCE HOLDINGS ^{PBA} ~~BUDGET~~ ~~CAR RENTAL~~ (name of corporation), a Florida (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

[Signature]
Notary Public, State of Florida



Printed, typed or stamped name of Notary Public
exactly as commissioned

Personally known to me, or
 Produced identification:

Florida Danajis Cras...
(type of identification produced)

ATTACHMENT "A"

GROUP	COST PER MONTH FOR EACH VEHICLE <i>WITHOUT</i> INSURANCE
GROUP I (COMPACT VEHICLES)	\$580.00
GROUP II (MIDSIZE SEDANS, SMALL SUVs)	\$615.00
GROUP III (MIDSIZE SUVs, MINIVANS, REG. SIZE PICKUPS)	\$645.00
GROUP IV (LARGE SEDANS, LARGE SUVs)	\$645.00
GROUP V (PREMIUM SUVs, VEHICLES)	\$875.00

Miles allowed per vehicle per month: unlimited/miles

Excess mileage charge per vehicle (for miles over number allowed per month): \$0.00/mile

Additional Pricing Items:

GROUP	COST PER MONTH FOR EACH RENTAL VEHICLE <i>WITH</i> INSURANCE AND <i>WITHOUT</i> THIRD (3 RD) PARTY COVERAGE	COST PER MONTH FOR EACH RENTAL VEHICLE <i>WITH</i> INSURANCE AND <i>WITH</i> THIRD (3 RD) PARTY COVERAGE
GROUP I (COMPACT VEHICLES)	\$780.00	\$830.00
GROUP II (MIDSIZE SEDANS, SMALL SUVs)	\$815.00	\$865.00
GROUP III (MIDSIZE SUVs, MINIVANS, REG. SIZE PICKUPS)	\$845.00	\$895.00
GROUP IV (LARGE SEDANS, LARGE SUVs)	\$969.00	\$1,019.00
GROUP V (PREMIUM SUVs, VEHICLES)	\$1,099.00	\$1,119.00



Attachment "B"

DATE: MARCH 20, 2013

RFP NO.: 13-C-103

ADDENDUM NO. 1
UNDERCOVER VEHICLE RENTAL FOR S.E. FL. GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

*The proposal opening date is Wednesday, April 3, 2013, no
later than 2:00 p.m.*

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR PROPOSAL,
DUE APRIL 3, 2013 AT 2:00 P.M.

Signature

Budget Car Rental

Company

4/2/13

Date

Roxanne Sookdeo
Purchasing Agent II

CITY OF CORAL SPRINGS, FLORIDA • DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION
9551 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.org
Phone 954-344-1100 • Fax 954-344-1188



DATE: March 19, 2013

RFP NO. 13-C-103

REQUEST FOR PROPOSALS

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Purchasing Administrator, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, for furnishing the services described below:

**UNDERCOVER VEHICLE RENTAL SERVICES
FOR S.E. FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP**

Sealed Proposals must be received and time stamped in by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, March 27, 2013. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

CITY reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Roxanne Sookdeo
Purchasing Agent II

CITY OF CORAL SPRINGS, FLORIDA • DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION
9551 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.org
Phone 954-344-1100 • Fax 954-344-1186

I. STATEMENT OF THE WORK

A. Objective:

Solicit competitive sealed proposals from qualified contractors to furnish undercover vehicle rental services for the City of Coral Springs and those listed within the Scope of Services. This is a cooperative Request for Proposals issued by the City of Coral Springs on behalf of the participating agencies referenced within this Request for Proposals. Any reference to a single entity shall apply to all participating agencies.

Due to the nature of the investigative and undercover work involved, utmost discretion is required of the awarded contractor.

Some co-op agencies may currently have a contract in place for the services listed herein. Those entities may participate in this contract at the expiration of their current contracts.

B. Services Required by the City:

Contractor shall:

- Provide a vehicle rental program for the City of Coral Springs. The City's intended use is for undercover investigation and surveillance. Other departments in said City may also use the contract as needed.
- Provide a wide selection of vehicles from which to choose, including notifying the City when new vehicles are available for rental.
- Provide a rental program, which would allow the City to exchange vehicles or replace vehicles at any time at any of the vendor's locations in South Florida.

II. SCOPE OF SERVICES

Vehicle Usage

The vehicles will be primarily used within the boundaries of the applicable City. However, at the discretion of the City, the vehicles may be used for statewide travel. The anticipated annual minimum number of rentals or estimated annual expenditure will be listed on the pricing page.

Vehicles To Be Provided

Proposer shall provide a list of vehicles that are available for rental.

The City shall be permitted to exchange vehicles at any location in the South Florida region within each of the categories. Provide a list of locations from where vehicles may be rented or exchanged.

If vehicle is disabled due to a mechanical problem or accident, a replacement or loaner vehicle shall be issued immediately at no additional charge while the damaged vehicle is being repaired.

City shall be able to rent vehicles on a short-term basis (less than 1 month) as may be required by special circumstances. Vehicle rates shall be prorated in such instances.

Maintenance of Vehicles

The City of Coral Springs shall maintain the vehicles provided under the agreement both as to mechanical repairs and routine maintenance, not covered under the vehicle's original manufacturer's warranty.

Routine maintenance shall include oil changes and tire rotations, fluid replacement, and tire replacement.

Modifications of Vehicles

City may apply, at own expense, window tinting to any rental vehicle. City may also install any electronic equipment deemed necessary to any rental vehicle with the understanding that said installation will not cause permanent damage to the vehicle. Any costs incurred to remove equipment shall be the City's responsibility.

Mileage Limits

Vendor shall include at least 3,000 miles in the monthly cost of each rental vehicle.

Term

Contract term shall be for two (2) years with two (2) additional two (2) year renewal terms available.

Rental Rates

Rental charges quoted shall remain firm for the initial two (2) year term of the contract. For each successive two (2) years, renewal term, the monthly rental charges are subject to increase in accordance with the preceding two-year's Consumer Price Index (CPI) for All urban Consumers, All Items (1982-1984). In no event shall the price adjustment exceed five (5) percent.

Enterprise Service

Roadside assistance shall be included. (Proposer must describe the level of service available.)

Vehicle Tags and Fees

Contracted vendor shall be responsible for all tags and registration fees for rental vehicles.



7944 Pines Blvd – Pembroke Pines – FL- 33024
Phone - 954-966-5756 – Fax 954-966-5894 – www.budget.com

**Budget Car Rental Locations
Dade, Broward and Palm Beach Counties**

Originating Office Pembroke Pines 7944 Pines Blvd 954-966-5756

Broward County

Margate	1501 N SR 7	954-978-9018
Coral Springs	2475 University Dr	954-341-9736
Sunrise	2824 N University Dr	954-578-1885
Pompano Beach	1250 N Federal Hwy	954-946-6911
Fort Lauderdale	6301 Powerline Rd	954-972-6635
Fort Lauderdale	1460 N Federal Hwy	954-563-6739
Fort Lauderdale	1515 SE 17 St	954-721-7631
Hollywood	1501 N SR 7	954-894-5622
Pembroke Pines	7944 Pines Blvd	954-966-5756
Pembroke Pines	234 S Flamingo Rd	954-436-6453

Dade County

North Miami Bch	3043 NE 163 St	786-274-1494
Miami Gardens	17050 NW 57 Ave	305-828-8446
Miami Beach	6742 Collins Ave	305-865-4447
West Miami	6101 NW 74 Ave	305-885-6868
Hialeah	1615 W 49 St	305-826-6322
South Beach	959 West Ave	305-674-8486
Miami	89 SE 2 nd St	305-377-4410
Coral Gables	3655 SW 22 St	305-774-9521
Doral	1625 NW 107 Ave	305-392-5053
Kendall	13760 N Kendall Dr	305-380-7375
South Miami	9828 SW 184 St	786-573-1923

**Budget Car Rental Locations
Dade, Broward and Palm Beach Counties**

Palm Beach County

Boynton Beach	850 N Congress Ave	561-740-3127
West Palm Beach	6901 W Okeechobee	561-687-8227
Boca Raton	251 SW 1 Ave	561-750-7433

Emergency Afterhours exchange locations

**FLL Airport
PBI Airport
MIA Airport**

Additional Exchange Locations are available nationwide

24 Hour Roadside Assistance – Available Nationwide

1-800-354-2847



7944 Pines Blvd – Pembroke Pines – FL- 33024
Phone - 954-966-5756 – Fax 954-966-5894 – www.budget.com

RFP NO.: 13-C-103
**Undercover Vehicle Rental for SE Florida Governmental
Purchasing Cooperative Group**

Vehicle Rental Program

Given the nature of the use of the vehicles provided, BUDGET is fully aware of the need for confidentiality and will do everything in its power to ensure that these needs are continued throughout the course of our association.

Initial assembly of vehicles and any subsequent vehicles added to this contract or any other participants will be obtained at the lead office of BUDGET, located at 7944 Pines Blvd, Pembroke Pines, Florida.

After rentals inception each vehicle operator will have the option to exchange his/her vehicle at any office listed during the course of normal office hours. If there is a need to exchange or replace a vehicle outside of the listed office, any BUDGET location, nationwide, will be available to expedite the rental vehicle operators' needs.

Roadside assistance will be available 24/7 to further assist any vehicle operator in the event of damage or mechanical breakdown of a program vehicle. This is an emergency service and shall only be utilized for emergencies that are of mechanical or accidental in nature.

Maintenance of Vehicles

BUDGET will provide routine maintenance to all program vehicles. This maintenance shall include oil changes, fluid replacement, tire rotations and tire changes. This feature is included in the program at no additional cost to the city.

If the city wishes to conduct the above described routine maintenance a report documenting mileage and a description of the maintenance performed must be forwarded to the originating office of BUDGET within 48 hours of the performed maintenance so we can accurately update our systems.

Please note: This page references: I. A. (Statement of Work – Objective) and I. B. (Services Required by the City) page 2 of 6 and II. (Scope of Services) page(s) 2 of 6 and 3 of 6.

Participating Agencies

See Attachment A.

Coral Springs, City of
Boca Raton, City of
Ft. Lauderdale, City of
Coconut Creek, City of
Lauderhill, City of

Hollywood, City of
Sunrise, City of
N. Miami, City of
Miramar, City of
Wilton Manors, City of

III. PROPOSAL REQUIREMENTS

1. Scope of Services Proposed

Clearly describe the scope of services proposed, inclusive of your ability to service the geographically diverse entities participating in this RFP. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

Proposer may choose to provide different categories of vehicles with related monthly rental charges. Proposer shall provide the year, make, and model of all rental vehicles available under each category.

2. Firm Qualifications

This section of the proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Undercover Vehicle Rental Services will be brought to bear on the proposed work.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

3. References

Provide a list and description of similar services satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

4. Price Proposal

Submit your signed, firm, fixed fee performance-based price proposal for providing all services, materials, etc., required for provision of services in accordance with your technical proposal.

III. PROPOSAL REQUIREMENTS

Budget was founded in 1958 and is a leading global provider of vehicle rental services with more than 3,000 rental locations in approximately 120 countries around the world.

Budget currently has a fleet in excess of 10,000 vehicles of various makes and models, readily available throughout Broward, Palm Beach and Miami-Dade County. With a direct Point of Contact to manage your account on a daily basis you can rest assured that your city along with any other entities involved in this Co-op purchasing group will be afforded premium levels of service and customer satisfaction.

Currently as an Agency Operator with Budget Car Rental, my office handles accounts such as:

- City of Miami Gardens
- City of Pembroke Pines
- City of Hallandale Beach
- City of Sunrise
- City of Margate
- Town of Davie
- FBI-Miami
- DEA
- DHS
- Unites States Navy
- Royal Navy
- SOUTHCOM

My name is Scott Kupferman and I will be your Point of Contact. Over the past 24 years I personally have managed the Undercover Vehicle Rental accounts of every city and Law Enforcement Agency in Broward County and most cities and agencies in Miami-Dade County. With this experience I can assure you that your account will be handled in a professional manner. Your needs as a city and the needs of the undercover detectives operating my vehicles will be met on a daily basis with fail!

5. Proposal Copies

Submission of one (1) marked original, two (2) copies and one **electronic** copy (thumb drive or CD) of the proposal should be submitted to the City of Coral Springs, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, to the attention of Roxanne Sookdeo, Purchasing Agent II.

6. Addenda, Additional Information – Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offertory's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offer or as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing Administrator, may be considered as a duly authorized expression. Also, only communications from Offertory that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offer or.

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>POINT RANGE</u>
Scope of Services Proposed	40
Firm Qualifications & References	35
Price	25

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general frame work for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting fourth the duties, rights and responsibilities of the parties.

This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

V. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	3/19/13
2. Opening of Proposals	4/3/13
3. Proposal Evaluations	4/8/13-4/26/13
4. Contract Negotiations	4/29/13-5/10/13
5. Award of Contract	5/21/13

CITY reserves the right to delay scheduled dates.

VI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:
 - (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) References
 - (g) Certificate(s) of Insurance

VII. AWARD OF CONTRACT

The contract or contracts shall be awarded to the responsible Offeror(s) whose Proposal(s) is/are determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

Be advised that the CITY is prepared to award individual contracts for each service or multiple services or any other combination of services as CITY deems in its best interests.

VIII. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.